



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL # 1168 COUNTY-WIDE COMMUNITY WILDFIRE PROTECTION PLAN

January 27, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for development of a County-wide Community Wildfire Protection Plan.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD or DVD) of your proposal by Friday, February 17, 2012 by 3:00 p.m. to:

County of San Luis Obispo
Phill Haley, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information on the project itself contact Alan Peters at (805) 543-4244.

Phill Haley
Buyer II
phaley@co.slo.ca.us

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LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

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PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of four (4) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on Friday, February 17, 2012. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: PHILL HALEY
Telephone: (805) 781-5904

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. The department has budgeted a maximum of \$49,999.00 for this contract. It is the department's intention to stay within this limit, and bidders are strongly encouraged to submit competitive bids below this amount.
5. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
6. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
7. This Request for Proposal does not constitute an offer of employment or to contract for services.
8. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
9. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
10. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
11. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
12. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a

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proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

13. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.
14. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

15. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

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Example: Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101**

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is

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issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

- d. Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and Ahold harmless@ rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

County-wide Community Wildfire Protection Plan**PROJECT SCOPE**

Contractor will develop and present the following documents: 1) a county-wide Community Risk Assessment (CRA), and 2) a county-wide Community Wildfire Protection Plan (CWPP). These documents will address Wildland Urban Interface (WUI) fire issues throughout San Luis Obispo County, regardless of jurisdictional boundaries. The strategic perspective of the documents will provide a foundation upon which other CWPPs can be developed for areas within the County, and will facilitate interconnection of hazard reduction efforts across jurisdictional lines.

While no CRA or CWPP covering the entire county currently exists, the contractor will be able to draw information from many existing documents. Over the last two years, the department has developed a significant amount of information in the process or completing its Fire Protection Strategic Plan. This includes statistical, narrative, and GIS information. The department has its own well-qualified and very productive GIS department available to assist the contractor. A partial list of other documents available includes: the CAL FIRE Unit Fire Plan, approved CWPPs, US Forest Service Fire Management Plans, US Bureau of Land Management Fire Management Plans, and local agency-developed Fire Plans. Staff from the San Luis Obispo County Fire Department will assist the contractor with data collection.

Contractor will include the following in the CRA: fire hazard severity zones (FHSZ), fire history, fire behavior modeling, and values-at-risk rankings.

Contractor will include in the CWPP: plans for mitigating the fire hazards identified in the CRA, reducing fire hazard severity in the county, and protecting the county's resources from fire.

Contractor will gather public input from stakeholder groups (i.e. general public, Homeowner Associations, Cattlemen's Association, Farm Bureau, fire agencies, Resource Conservation Districts, Cal Poly State University, Range Improvement Associations, etc.) and incorporate it in to both documents. Contractor will make all arrangements for gathering this data, including meetings with stakeholders.

Contractor will ensure the CRA and CWPP comply with all Healthy Forest Restoration Act and CA Fire Alliance guidelines including, but not limited to: collaboration, public and stakeholder input, prioritization of projects, structural ignitability mitigation measures.

Contractor will provide the following deliverables: 1) one (1) copy of the final CRA and CWPP, including appendices and/or attachments, printed on 8 ½ x 11 white paper; copy will not be stapled, will not be hole-punched, and will not be bound in any way other than paper clips; and, 2) an electronic version of the final CRA and CWPP, including appendices and/or attachments, on a CD or DVD, in MS Word format for text and MS Excel format for spreadsheets.

Deliverables must be received at the following address, no later than 3:00 pm, Friday, April 27, 2012 at the following address:

San Luis Obispo County Fire Department
Attn: Bill Winter

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635 N. Santa Rosa
San Luis Obispo, CA 93405